

**From:** (b) (6)  
**To:** (b) (6)  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
**Date:** Friday, June 15, 2018 12:06:30 PM

---

(b) (6)

Not sure if you've been brought into the loop on this DLNR issue. You may want to engage and get them to remove equipment/boats, etc., that exceed what is stated in the MOU.

V/r,

(b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 12:05 PM  
**To:** (b) (6)  
**Cc:** (b) (6)  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Sir,

Passing below FYSA

This story just hit the news today:

<http://www.hawaiinewsnow.com/story/38430710/dlnr-equipment-misuse-alleged>

DLNR has an MOU to store 1 boat and 2 jet skis at waterfront ops. This morning, a member of our staff in Facilities saw 3 DLNR boats and 2 skis (2 boats, 2 skis at environmental, one boat at Waterfront ops and what looked like iWaterman equipment (jetski rescue sleds) in Bldg 1623 at Waterfront ops.

V/r,

(b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 10:51 AM  
**To:** (b) (6)

(b) (6)

(b) (6)

**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Gents,

Passing below FYI per (b) (6) recommendation.

V/r,

(b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 10:28 AM  
**To:** (b) (6)

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (5), (b) (6)

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, June 15, 2018 9:53 AM

To: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Gentlemen,

Forwarding. This is quite interesting and somewhat concerning as it involves potential misconduct by DLNR employee(s) on MCBH KBay. I downloaded and content of the Hawaii News Now article and pasted below. Not sure if this qualifies as a CCIR. I believe the gentleman named in the article, (b) (6) personally met with (b) (6) and more recently with (b) (6) to garner support for MCBH providing space to store DLNR equipment aboard MCBH KBay.

v/r

(b) (6)

KANEOHE, OAHU (HawaiiNewsNow) -

Video on iWaterman's website shows company employees on jet skis providing marine rescue training for corporate clients and first responders on Kaneohe Bay.

But a closer look at videos and photos on the website show that the company is using jet skis that were paid for by state taxpayers and are owned by the Department of Land and Natural Resources.

Sources said the company – which is headed by a DLNR manager – are using the state equipment free of charge but are charging clients hundreds of dollars a day to train with them.

"This is similar to a police officer taking his patrol car out and running a taxi service out of it," said Carroll Cox, an environmental activist and a frequent critic of the DLNR.

"This entire business, this entire endeavor is built on the backs of the taxpayer. We're footing the bill for this business," Cox added.

Sources said iWaterman operates out of berthing facilities set aside for the DLNR on Kaneohe Marine Corps Base.

State records show military has agreed to let the DLNR to store two jet skis and a boat on the base but it didn't allow the state nor iWaterman to conduct commercial activities there.

The company could not be reached. State business registration records show that it's headed by Patrick Chong Tim, who heads the DLNR's jet ski unit.

The company's website also features a photo of employee Vance Lime posing next to a DLNR jet ski. Lime also works for the DLNR, where he reports directly to Chong Tim.

The DLNR said it's unaware of any unauthorized use of its equipment but added:

"If state time or equipment was used ... appropriate actions would be taken," the agency said

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From: (b) (6)

Sent: Friday, June 15, 2018 9:23 AM

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Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

All,

For awareness.

I was looking into this from a Real Estate perspective.

DLNR has a MOU to store 1 boat and 2 jet skis at waterfront ops (pls see attached)

I just took a drive out there this morning and saw 3 DLNR boats and 2 skis (2 boats, 2 skis at environmental, one boat at Waterfront ops.

I also saw what looked like iWaterman equipment (jetski rescue sleds) in Bldg 1623 at Waterfront ops.

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To: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

(b) (5)

(b) (6),

Please take this one for action and work with the activity on the details needed for the request letter. Also contact NAVFAC to give them a heads up and find out which Real Estate person will be assigned to this agreement.

Let me know if you have questions.

Thanks,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 1:14 PM

To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Hi (b) (6),

I don't have the current info regarding the costs and the requirements to process; MCBH will need to get that from NAVFAC.

(b) (5)

The official request should be something more formal than this text message. It's difficult to ascertain whether the State/DLNR is officially requesting this. From the texts below there are indications that it could be from a private security guard firm (American Guard Services), or maybe from a training course program that serves federal, state and local govt clients (website: Iwaterman.com; poc: (b) (6)).

(b) (6), who do you want to contact NAVFAC about this? Since (b) (6) left, I'm not sure if someone has been assigned to MCBH real estate projects, or whether (b) (6) decides as new ones come in?

VR,

(b) (6)

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From: (b) (6)

Sent: Monday, April 23, 2018 12:24 PM

To: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

Would you be able to assist in getting a rough estimate for admin fees and cost of establishing a lease from NAVFAC Hawaii? Or a POC who might be able to assist?

Thank you.

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From: (b) (6)

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To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

ROM estimate for admin fee and ECP cost (as well as FMV for B1623) would have to come from NFH. Or, given (b) (6) experience, maybe (b) (6) can help.

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 8:21 AM

To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

I've a message to (b) (6) on the cost of establishing a lease with the DLNR. From what I understand, they only want to store their jet ski's in the facility, therefore should not have any utility costs.

Will get back to you.

(b) (6)

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From: (b) (6)

Sent: Monday, April 23, 2018 8:01 AM

To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Can you give me a ROM for the admin fee and ECP cost to establish a lease? I assume they'd be on the hook to pay for utilities? Does Pat know about these costs? I'd like to wrap all this up in my email to the (b) (6). Thanks!

v/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 5:34 AM

To: (b) (6)

Cc: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

From their website, indications are they are a State agency, nevertheless, can you verify (b) (6) email below mentioning that the (b) (6) wants to assign DLNR B1623?

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Saturday, April 21, 2018 12:51 AM

To: (b) (6)

>

Subject: Re: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Thanks (b) (6) !

My understanding is unless the agency is within the DON, we need to effect a real estate agreement even if it is another federal agency.

(b) (6) ,

Pls correct me if I am wrong. Thanks.

V/r

(b) (6)

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: (b) (6)

Date: 4/20/18 5:40 PM (GMT-10:00)

To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

First I'm hearing/seeing anything on this topic. DLNR is federal right? Is there a need for a real estate agreement or just a MOA through (b) (6) ?

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 4:05 PM

To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

Just checking if you have heard about this request from DLNR, and if you have seen any formal written request.

If the (b) (6) wants to support this, we will need to get with NAVFAC real estate, MCBH Support Agreements section, etc.

v/r

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 1:58 PM

To: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Good Afternoon (b) (6),

Would you think it appropriate if we requested (b) (6) to verify this email below? At this point, this is here say, coming from a party (DLNR) who wants space in an MCBH facility (B1623).

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 11:47 AM

To: (b) (6)

Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: (b) (6)

Date: 4/18/18 3:35 PM (GMT-10:00)

To: (b) (6)

Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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From: (b) (6)

Date: 4/18/18 1:28 PM (GMT-10:00)

To: (b) (6)

Subject: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Aloha (b) (6) ,

I met with the (b) (6) on the Wednesday after you stopped by. (b) (6) and I walked the building and discussed the need for DLNR/iWaterman to be in building 1623. He gave his approval and asked that I pass on that we should proceed with the use under DLNR as a partnering agency. Please contact me via text at (b) (6) to discuss.

Mahalo

(b) (6)

Aloha (b) (6) It was awesome meeting you today and finding out that your the person that I have sought out for the last two years. Lol. I am also impressed to place you with our Marine program here at waterfront operations.

As we discussed earlier, I am pushing out this brief email to continue discussion over placing DLNR/iWaterman Pacific at the partially abandoned building on the deck of waterfront operations. Building 1623 ( I think) is exactly what we need to house approximately 6-10 skis and equipment to facilitate our Risk Technician Course to all of our branches of the Military. Currently we conduct our advanced course to Marine Corps. 4th Recon, Waterfront Operations search and rescue, Marine Corps Ocean Safety, Naval Special Warfare, Air Force PJ's and other Partnering Countries.

The building currently has no power and broken pavement though out.

We will be utilizing the 1/2 of the space to accommodate our needs.

I will discuss the use in detail at a latter time of your connivence once your training has completed.

Many thanks ( Mahalo)

(b) (6)

Sent from my iPhone

(b) (6)

(b) (6)



**From:** (b) (6)  
**To:**  
**Cc:**  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
**Date:** Friday, June 15, 2018 11:59:21 AM

---

(b) (6), FYI. Looks like you were dropped from the distro. v/r (b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 11:08 AM  
**To:** (b) (6)  
**Cc:** (b) (6)

**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

(b) (5)

V/r,

(b) (6)

ATTORNEY CONFIDENTIALITY NOTICE - FOR OFFICIAL USE ONLY. The information contained in this e-mail and any accompanying attachments may constitute attorney work product and attorney-client privileged advice, which are legally privileged and protected from disclosure under the Freedom of Information Act (FOIA), 5 USC 552. Such information is for official use only and should not be released to unauthorized persons. If you are not the intended recipient, you should inform the sender and delete all copies.

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**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 10:28 AM  
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who heads the DLNR's jet ski unit.

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Cc: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

We'll need a formal letter requesting the use of this space since this is to support a Non Federal Entity. The request needs to include the details below (floorplan, area/size of the space, proposed use, frequency of use, accessibility issues, etc.) and we can work with the activity to ensure the letter includes all of the information we need to proceed. We'll use that information to request an estimate from NAVFAC for the agreement.

(b) (6),

Please take this one for action and work with the activity on the details needed for the request letter. Also contact NAVFAC to give them a heads up and find out which Real Estate person will be assigned to this agreement.

Let me know if you have questions.

Thanks,

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To: (b) (6)  
Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Hi (b) (6)

I don't have the current info regarding the costs and the requirements to process; MCBH will need to get that from NAVFAC.

In most situations, applicable laws and policies require non-federal tenants on military property to pay rent in addition to the admin costs to process the real estate agreement. NAVFAC would probably want a floor plan identifying the size of the space, and information as to whether it would be a lease (exclusive use and higher approvals needed to issue non-competitively) or a license (non-exclusive and revocable use which may fit this better but may depend on whose using the other half, access etc).

The official request should be something more formal than this text message. It's difficult to ascertain whether the State/DLNR is officially requesting this. From the texts below there are indications that it could be from a private security guard firm (American Guard Services), or maybe from a training course program that serves federal, state and local govt clients (website: Iwaterman.com; poc: (b) (6)).

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Sent from my iPhone

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**From:** (b) (6)  
**To:**  
**Cc:**  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
**Date:** Friday, June 15, 2018 12:04:59 PM

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Gents,

(b) (5), (b) (6)

V/r,

(b) (6)

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Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Forwarding. This is quite interesting and somewhat concerning as it involves potential misconduct by DLNR employee(s) on MCBH KBay. I downloaded and content of the Hawaii News Now article and pasted below. Not sure if this qualifies as a CCIR. I believe the gentleman named in the article, (b) (6), personally met with (b) (6) and more recently with (b) (6) to garner support for MCBH providing space to store DLNR equipment aboard MCBH KBay.

v/r

(b)

KANEOHE, OAHU (HawaiiNewsNow) -

Video on iWaterman's website shows company employees on jet skis providing marine rescue training for corporate clients and first responders on Kaneohe Bay.

But a closer look at videos and photos on the website show that the company is using jet skis that were paid for by state taxpayers and are owned by the Department of Land and Natural Resources.

Sources said the company – which is headed by a DLNR manager – are using the state equipment free of charge but are charging clients hundreds of dollars a day to train with them.

"This is similar to a police officer taking his patrol car out and running a taxi service out of it," said Carroll Cox, an environmental activist and a frequent critic of the DLNR.

"This entire business, this entire endeavor is built on the backs of the taxpayer. We're footing the bill for this business," Cox added.

Sources said iWaterman operates out of berthing facilities set aside for the DLNR on Kaneohe Marine Corps Base.

State records show military has agreed to let the DLNR to store two jet skis and a boat on the base but it didn't allow the state nor iWaterman to conduct commercial activities there.

The company could not be reached. State business registration records show that it's headed by Patrick Chong Tim, who heads the DLNR's jet ski unit.

The company's website also features a photo of employee Vance Lime posing next to a DLNR jet ski. Lime also works for the DLNR, where he reports directly to Chong Tim.

The DLNR said it's unaware of any unauthorized use of its equipment but added:

"If state time or equipment was used ... appropriate actions would be taken," the agency said

-----Original Message-----

From: (b) (6)

Sent: Friday, June 15, 2018 9:23 AM

To: (b) (6)

Cc: (b) (6)

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

All,

For awareness.

I was looking into this from a Real Estate perspective.

DLNR has a MOU to store 1 boat and 2 jet skis at waterfront ops (pls see attached)

I just took a drive out there this morning and saw 3 DLNR boats and 2 skis (2 boats, 2 skis at environmental, one boat at Waterfront ops.

I also saw what looked like iWaterman equipment (jetski rescue sleds) in Bldg 1623 at Waterfront ops.

This story just hit the news today:

<http://www.hawaiinewsnow.com/story/38430710/dlnr-equipment-misuse-alleged>

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 3:28 PM

To: (b) (6)

Cc:

(b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

We'll need a formal letter requesting the use of this space since this is to support a Non Federal Entity. The request needs to include the details below (floorplan, area/size of the space, proposed use, frequency of use, accessibility issues, etc.) and we can work with the activity to ensure the letter includes all of the information we need to proceed. We'll use that information to request an estimate from NAVFAC for the agreement.

(b) (6),

Please take this one for action and work with the activity on the details needed for the request letter. Also contact NAVFAC to give them a heads up and find out which Real Estate person will be assigned to this agreement.

Let me know if you have questions.

Thanks,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 1:14 PM

To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Hi (b) (6),

I don't have the current info regarding the costs and the requirements to process; MCBH will need to get that from NAVFAC.

In most situations, applicable laws and policies require non-federal tenants on military property to pay rent in addition to the admin costs to process the real estate agreement. NAVFAC would probably want a floor plan identifying the size of the space, and information as to whether it would be a lease (exclusive use and higher approvals needed to issue non-competitively) or a license (non-exclusive and revocable use which may fit this better but may depend on whose using the other half, access etc).

The official request should be something more formal than this text message. It's difficult to ascertain whether the State/DLNR is officially requesting this. From the texts below there are indications that it could be from a private security guard firm (American Guard Services), or maybe from a training course program that serves federal, state and local govt clients (website: Iwaterman.com; poc: (b) (6)).

(b) (6), who do you want to contact NAVFAC about this? Since (b) (6) left, I'm not sure if someone has been assigned to MCBH real estate projects, or whether (b) (6) decides as new ones come in?

VR,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 12:24 PM

To: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

Would you be able to assist in getting a rough estimate for admin fees and cost of establishing a lease from NAVFAC Hawaii? Or a POC who might be able to assist?

Thank you.

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 9:47 AM

To: (b) (6)

Cc: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

ROM estimate for admin fee and ECP cost (as well as FMV for B1623) would have to come from NFH. Or, given (b) (6) experience, maybe (b) (6) can help.

V/r,

(b)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 8:21 AM

To: (b) (6)

Cc:

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b)

I've a message to (b) on the cost of establishing a lease with the DLNR. From what I understand, they only want to store their jet ski's in the facility, therefore should not have any utility costs.

Will get back to you.

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 8:01 AM

To: (b) (6)

Cc:

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b)

Can you give me a ROM for the admin fee and ECP cost to establish a lease? I assume they'd be on the hook to pay for utilities? Does (b) know about these costs? I'd like to wrap all this up in my email to the (b) Thanks!

v/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 5:34 AM

To: (b) (6)

Cc:

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b)

From their website, indications are they are a State agency, nevertheless, can you verify (b) (6) email below mentioning that the (b) wants to assign DLNR B1623?

(b) (6)

Ph: (b) (6)

-----Original Message-----

From: (b) (6)

Sent: Saturday, April 21, 2018 12:51 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

(b) (6)

Subject: Re: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Thanks (b) (6) !

My understanding is unless the agency is within the DON, we need to effect a real estate agreement even if it is another federal agency.

(b) (6) ,

Pls correct me if I am wrong. Thanks.

V/r

(b) (6)

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: (b) (6)

Date: 4/20/18 5:40 PM (GMT-10:00)

To: (b) (6)

Cc:

(b) (6) >

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

First I'm hearing/seeing anything on this topic. DLNR is federal right? Is there a need for a real estate agreement or just a MOA through (b) (6) ?

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 4:05 PM

To: (b) (6)

Cc:

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

Just checking if you have heard about this request from DLNR, and if you have seen any formal written request.

If the (b) (6) wants to support this, we will need to get with NAVFAC real estate, MCBH Support Agreements section, etc.

v/r

(b)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 1:58 PM

To: (b) (6)

Cc: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Good Afternoon (b),

Would you think it appropriate if we requested (b) to verify this email below? At this point, this is here say, coming from a party (DLNR) who wants space in an MCBH facility (B1623).

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 11:47 AM

To: (b) (6)

Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: (b) (6)

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From: (b) (6)

Date: 4/18/18 1:28 PM (GMT-10:00)

To: (b) (6)

Subject: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Aloha (b) (6),

I met with the (b) (6) on the Wednesday after you stopped by. (b) (6) and I walked the building and discussed the need for DLNR/iWaterman to be in building 1623. He gave his approval and asked that I pass on that we should proceed with the use under DLNR as a partnering agency. Please contact me via text at (b) (6) to discuss.

Mahalo

(b)

Aloha (b) (6), It was awesome meeting you today and finding out that your the person that I have sought out for the last two years. Lol. I am also impressed to place you with our Marine program here at waterfront operations.

As we discussed earlier, I am pushing out this brief email to continue discussion over placing DLNR/iWaterman Pacific at the partially abandoned building on the deck of waterfront operations. Building 1623 ( I think) is exactly

what we need to house approximately 6-10 skis and equipment to facilitate our Risk Technician Course to all of our branches of the Military. Currently we conduct our advanced course to Marine Corps. 4th Recon, Waterfront Operations search and rescue, Marine Corps Ocean Safety, Naval Special Warfare, Air Force PJ's and other Partnering Countries.

The building currently has no power and broken pavement though out.

We will be utilizing the 1/2 of the space to accommodate our needs.

I will discuss the use in detail at a latter time of your connivence once your training has completed.

Many thanks ( Mahalo)

(b)

Sent from my iPhone

(b) (6)

[Redacted signature block]



From:

To:

Cc:

Subject:

Date:

(b) (6)

FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
Friday, June 15, 2018 10:50:48 AM

Gents,

Passing below FYI per (b) (6) recommendation.

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, June 15, 2018 10:28 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (5), (b) (6)

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, June 15, 2018 9:53 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Cc: (b) (6)

(b) (6)

Subject: Re: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Sent from my iPhone

(b) (6)

(b) (6)

**From:** (b) (6)  
**To:**  
**Cc:**  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
**Date:** Friday, June 15, 2018 10:15:28 AM

---

(b) (6)

Forwarding below FYSA. In addition to the email chain below, I recommend you read the article at the link below:

<http://www.hawaiinewsnow.com/story/38430710/dlnr-equipment-misuse-alleged>

V/r,

(b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 9:55 AM  
**To:** (b) (6)  
(b) (6)  
**Cc:** (b) (6)  
(b) (6)  
**Subject:** RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

Thanks for your keen attention and alerting me on this. I forwarded this to the command deck and (b) (6). Will keep you apprised of any direction I receive.

v/r

(b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 9:23 AM  
**To:** (b) (6)  
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(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 12:24 PM

To: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

Would you be able to assist in getting a rough estimate for admin fees and cost of establishing a lease from NAVFAC Hawaii? Or a POC who might be able to assist?

Thank you.

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 9:47 AM

To: (b) (6)

Cc:

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

ROM estimate for admin fee and ECP cost (as well as FMV for B1623) would have to come from NFH. Or, given (b) (6) experience, maybe (b) (6) can help.

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 8:21 AM

To: (b) (6)

Cc:

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

I've a message to (b) (6) on the cost of establishing a lease with the DLNR. From what I understand, they only want to store their jet ski's in the facility, therefore should not have any utility costs. Will get back to you.

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 8:01 AM

To: (b) (6)

Cc:

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Can you give me a ROM for the admin fee and ECP cost to establish a lease? I assume they'd be on the hook to pay for utilities? Does (b) (6) know about these costs? I'd like to wrap all this up in my email to the (b) (6) . Thanks!

v/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 5:34 AM

To: (b) (6)

Cc: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) ,

From their website, indications are they are a State agency, nevertheless, can you verify (b) (6) email below mentioning that the (b) (6) wants to assign DLNR B1623?

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Saturday, April 21, 2018 12:51 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

(b) (6)

Subject: Re: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Thanks (b) (6) !

My understanding is unless the agency is within the DON, we need to effect a real estate agreement even if it is another federal agency.

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Pls correct me if I am wrong. Thanks.

V/r

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Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

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From: (b) (6)

Date: 4/20/18 5:40 PM (GMT-10:00)

To: (b) (6)

Cc: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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First I'm hearing/seeing anything on this topic. DLNR is federal right? Is there a need for a real estate agreement or just a MOA through (b) ?

V/r,

(b) ,

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From: (b) (6)

Sent: Friday, April 20, 2018 4:05 PM

To: (b) (6)

Cc:

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) ,

Just checking if you have heard about this request from DLNR, and if you have seen any formal written request.

If the (b) wants to support this, we will need to get with NAVFAC real estate, MCBH Support Agreements section, etc.

v/r

(b) ,

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 1:58 PM

To: (b) (6)

Cc:

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Good Afternoon (b) ,

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From: (b) (6)

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To: (b) (6)

Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

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(b) (6)

Date: 4/18/18 3:35 PM (GMT-10:00)

To: (b) (6)

Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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----- Original message -----

From: (b) (6)

Date: 4/18/18 1:28 PM (GMT-10:00)

To: (b) (6)

Subject: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Aloha (b) (6)

I met with the (b) (6) on the Wednesday after you stopped by. (b) (6) and I walked the building and discussed the need for DLNR/iWaterman to be in building 1623. He gave his approval and asked that I pass on that we should proceed with the use under DLNR as a partnering agency. Please contact me via text at (b) (6) to discuss.

Mahalo

(b) (6)

Aloha (b) (6), It was awesome meeting you today and finding out that you're the person that I have sought out for the last two years. Lol. I am also impressed to place you with our Marine program here at waterfront operations.

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The building currently has no power and broken pavement though out.

We will be utilizing the 1/2 of the space to accommodate our needs.

I will discuss the use in detail at a latter time of your convenience once your training has completed.

Many thanks ( Mahalo)

(b) (6)

Sent from my iPhone

(b) (6)

(b) (6)

**From:** (b) (6)  
**To:**  
**Cc:**  
**Subject:** RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
**Date:** Friday, June 15, 2018 12:37:09 PM

---

Thanks (b) (6). I sent this to S-3/5, S-7, CIG, COS and Support Agreements.

I believe (b) (6) was working with iWaterman to conduct jet ski training on base so I'd think CIG will have to discuss what kind of agreements were in place between S-7 and iWaterman before (b) (5).

V/r,

(b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 11:59 AM  
**To:** (b) (6)  
**Cc:** (b) (6)  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6), FYI. Looks like you were dropped from the distro. v/r (b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 11:08 AM  
**To:** (b) (6)  
**Cc:** (b) (6)  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

(b) (5)

V/r,

(b) (6)

ATTORNEY CONFIDENTIALITY NOTICE - FOR OFFICIAL USE ONLY. The information contained in this e-mail and any accompanying attachments may constitute attorney work product and attorney-client privileged advice, which are legally privileged and protected from disclosure under the Freedom of Information Act (FOIA), 5 USC 552. Such information is for official use only and should not be released to unauthorized persons. If you are not the intended recipient, you should inform the sender and delete all copies.

-----Original Message-----

**From:** (b) (6)

Sent: Friday, June 15, 2018 10:28 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (5), (b) (6)

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, June 15, 2018 9:53 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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(b) (6)

KANEOHE, OAHU (HawaiiNewsNow) -

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"This entire business, this entire endeavor is built on the backs of the taxpayer. We're footing the bill for this business," Cox added.

Sources said iWaterman operates out of berthing facilities set aside for the DLNR on Kaneohe Marine Corps Base.

State records show military has agreed to let the DLNR to store two jet skis and a boat on the base but it didn't allow the state nor iWaterman to conduct commercial activities there.

The company could not be reached. State business registration records show that it's headed by Patrick Chong Tim, who heads the DLNR's jet ski unit.

The company's website also features a photo of employee Vance Lime posing next to a DLNR jet ski. Lime also works for the DLNR, where he reports directly to Chong Tim.

The DLNR said it's unaware of any unauthorized use of its equipment but added:

"If state time or equipment was used ... appropriate actions would be taken," the agency said

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From: (b) (6)

Sent: Friday, June 15, 2018 9:23 AM

To: (b) (6)

Cc:

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

All,

For awareness.

I was looking into this from a Real Estate perspective.

DLNR has a MOU to store 1 boat and 2 jet skis at waterfront ops (pls see attached)

I just took a drive out there this morning and saw 3 DLNR boats and 2 skis (2 boats, 2 skis at environmental, one boat at Waterfront ops.

I also saw what looked like iWaterman equipment (jetski rescue sleds) in Bldg 1623 at Waterfront ops.

This story just hit the news today:

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From: (b) (6)

Sent: Monday, April 23, 2018 3:28 PM

To: (b) (6)

Cc:

(b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

We'll need a formal letter requesting the use of this space since this is to support a Non Federal Entity. The request needs to include the details below (floorplan, area/size of the space, proposed use, frequency of use, accessibility issues, etc.) and we can work with the activity to ensure the letter includes all of the information we need to proceed. We'll use that information to request an estimate from NAVFAC for the agreement.



(b)

Please take this one for action and work with the activity on the details needed for the request letter. Also contact NAVFAC to give them a heads up and find out which Real Estate person will be assigned to this agreement.

Let me know if you have questions.

Thanks,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 1:14 PM

To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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I don't have the current info regarding the costs and the requirements to process; MCBH will need to get that from NAVFAC.

In most situations, applicable laws and policies require non-federal tenants on military property to pay rent in addition to the admin costs to process the real estate agreement. NAVFAC would probably want a floor plan identifying the size of the space, and information as to whether it would be a lease (exclusive use and higher approvals needed to issue non-competitively) or a license (non-exclusive and revocable use which may fit this better but may depend on whose using the other half, access etc).

The official request should be something more formal than this text message. It's difficult to ascertain whether the State/DLNR is officially requesting this. From the texts below there are indications that it could be from a private security guard firm (American Guard Services), or maybe from a training course program that serves federal, state and local govt clients (website: Iwaterman.com; poc: (b) (6) ).

(b), who do you want to contact NAVFAC about this? Since (b) (6) left, I'm not sure if someone has been assigned to MCBH real estate projects, or whether (b) (6) decides as new ones come in?

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To: (b) (6)

Subject: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Sent from my iPhone

(b) (6)

From:  
To:  
Cc:  
Subject:  
Date:

(b) (6)

RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
Friday, June 15, 2018 11:22:24 AM

---

(b) (5)

s/f

(b) (6)

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-----Original Message-----

From: (b) (6)

Sent: Friday, June 15, 2018 11:12 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Not a CCIR

S/F

(b) (6)

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From: (b) (6)

Sent: Friday, June 15, 2018 10:51 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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V/r,

(b) (6)

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Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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ROM estimate for admin fee and ECP cost (as well as FMV for B1623) would have to come from NFH. Or, given (b) (6) experience, maybe (b) (6) can help.

V/r,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 8:21 AM

To: (b) (6)

Cc:

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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I've a message to (b) (6) on the cost of establishing a lease with the DLNR. From what I understand, they only want to store their jet ski's in the facility, therefore should not have any utility costs.

Will get back to you.

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Sent: Monday, April 23, 2018 8:01 AM

To: (b) (6)

Cc:

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Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Can you give me a ROM for the admin fee and ECP cost to establish a lease? I assume they'd be on the hook to pay for utilities? Does (b) know about these costs? I'd like to wrap all this up in my email to the (b) Thanks!

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(b)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 5:34 AM

To: (b) (6)

Cc: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) ,

From their website, indications are they are a State agency, nevertheless, can you verify (b) (6) email below mentioning that the (b) wants to assign DLNR B1623?

(b) (6)

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From: (b) (6)

Sent: Saturday, April 21, 2018 12:51 AM

To: (b) (6)

(b) (6)

Cc: (b) (6)

(b) (6)

Subject: Re: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Thanks (b) !

My understanding is unless the agency is within the DON, we need to effect a real estate agreement even if it is another federal agency.

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Pls correct me if I am wrong. Thanks.

V/r

(b)

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

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From: (b) (6)

Date: 4/20/18 5:40 PM (GMT-10:00)

To: (b) (6)

Cc:

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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From: (b) (6)

Sent: Friday, April 20, 2018 4:05 PM

To: (b) (6)

Cc:

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

Just checking if you have heard about this request from DLNR, and if you have seen any formal written request.

If the (b) (6) wants to support this, we will need to get with NAVFAC real estate, MCBH Support Agreements section, etc.

v/r

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 1:58 PM

To: (b) (6)

Cc:

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Good Afternoon (b) (6),

Would you think it appropriate if we requested (b) (6) to verify this email below? At this point, this is here say, coming from a party (DLNR) who wants space in an MCBH facility (B1623).

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 11:47 AM

To: (b) (6)

Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: (b) (6)  
Date: 4/18/18 3:35 PM (GMT-10:00)  
To: (b) (6)  
Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: (b) (6)  
Date: 4/18/18 1:28 PM (GMT-10:00)  
To: (b) (6) >  
Subject: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Aloha (b) (6),

I met with the (b) (6) on the Wednesday after you stopped by. Boggie and I walked the building and discussed the need for DLNR/iWaterman to be in building 1623. He gave his approval and asked that I pass on that we should proceed with the use under DLNR as a partnering agency. Please contact me via text at (b) (6) to discuss.

Mahalo

(b) (6)

Aloha (b) (6), It was awesome meeting you today and finding out that you're the person that I have sought out for the last two years. Lol. I am also impressed to place you with our Marine program here at waterfront operations.

As we discussed earlier, I am pushing out this brief email to continue discussion over placing DLNR/iWaterman Pacific at the partially abandoned building on the deck of waterfront operations. Building 1623 (I think) is exactly what we need to house approximately 6-10 skis and equipment to facilitate our Risk Technician Course to all of our branches of the Military. Currently we conduct our advanced course to Marine Corps. 4th Recon, Waterfront Operations search and rescue, Marine Corps Ocean Safety, Naval Special Warfare, Air Force PJ's and other Partnering Countries.

The building currently has no power and broken pavement though out.

We will be utilizing the 1/2 of the space to accommodate our needs.

I will discuss the use in detail at a latter time of your convenience once your training has completed.

Many thanks (Mahalo)

(b) (6)

Sent from my iPhone

(b) (6)

(b) (6)

**From:** (b) (6)  
**To:** (b) (6)  
**Cc:**  
**Subject:** RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
**Date:** Friday, June 15, 2018 2:10:17 PM

---

I spoke with Mr. (b) (6), (b) (6) for the DLNR. He will make sure his folks remove all DLNR equipment except 1 patrol boat and 2 jet skies. He will try and make that happen today, but due to ongoing training, it may not happen till tomorrow.

He apologized for exceeding the MOU limit and said it will not happen again.

V/r

(b)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 10:28 AM  
**To:** (b) (6)  
(b) (6)  
**Cc:** (b) (6)  
(b) (6)  
**Subject:** RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (5), (b) (6)

V/r,

(b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 9:53 AM  
**To:** (b) (6)  
(b) (6)  
**Cc:** (b) (6)  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Gentlemen,

Forwarding. This is quite interesting and somewhat concerning as it involves potential misconduct by DLNR employee(s) on MCBH KBay. I downloaded and content of the Hawaii News Now article and pasted below. Not sure if this qualifies as a CCIR. I believe the gentleman named in the article, (b) (6), personally met with (b) (6) and more recently with (b) (6) to garner support for MCBH providing space to store DLNR equipment aboard MCBH KBay.

v/r

(b) (6)

KANEOHE, OAHU (HawaiiNewsNow) -

Video on iWaterman's website shows company employees on jet skis providing marine rescue training for corporate clients and first responders on Kaneohe Bay.

But a closer look at videos and photos on the website show that the company is using jet skis that were paid for by state taxpayers and are owned by the Department of Land and Natural Resources.

Sources said the company – which is headed by a DLNR manager – are using the state equipment free of charge but are charging clients hundreds of dollars a day to train with them.

"This is similar to a police officer taking his patrol car out and running a taxi service out of it," said Carroll Cox, an environmental activist and a frequent critic of the DLNR.

"This entire business, this entire endeavor is built on the backs of the taxpayer. We're footing the bill for this business," Cox added.

Sources said iWaterman operates out of berthing facilities set aside for the DLNR on Kaneohe Marine Corps Base.

State records show military has agreed to let the DLNR to store two jet skis and a boat on the base but it didn't allow the state nor iWaterman to conduct commercial activities there.

The company could not be reached. State business registration records show that it's headed by Patrick Chong Tim, who heads the DLNR's jet ski unit.

The company's website also features a photo of employee Vance Lime posing next to a DLNR jet ski. Lime also works for the DLNR, where he reports directly to Chong Tim.

The DLNR said it's unaware of any unauthorized use of its equipment but added:

"If state time or equipment was used ... appropriate actions would be taken," the agency said

-----Original Message-----

From: (b) (6)

Sent: Friday, June 15, 2018 9:23 AM

To: (b) (6)

Cc: (b) (6)

(b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

All,

For awareness.

I was looking into this from a Real Estate perspective.

DLNR has a MOU to store 1 boat and 2 jet skis at waterfront ops (pls see attached)

I just took a drive out there this morning and saw 3 DLNR boats and 2 skis (2 boats, 2 skis at environmental, one

boat at Waterfront ops.

I also saw what looked like iWaterman equipment (jetski rescue sleds) in Bldg 1623 at Waterfront ops.

This story just hit the news today:

<http://www.hawaiinewsnow.com/story/38430710/dlnr-equipment-misuse-alleged>

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From: (b) (6)

Sent: Monday, April 23, 2018 3:28 PM

To: (b) (6)

Cc:

(b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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We'll need a formal letter requesting the use of this space since this is to support a Non Federal Entity. The request needs to include the details below (floorplan, area/size of the space, proposed use, frequency of use, accessibility issues, etc.) and we can work with the activity to ensure the letter includes all of the information we need to proceed. We'll use that information to request an estimate from NAVFAC for the agreement.

(b) (6),

Please take this one for action and work with the activity on the details needed for the request letter. Also contact NAVFAC to give them a heads up and find out which Real Estate person will be assigned to this agreement.

Let me know if you have questions.

Thanks,

(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 1:14 PM

To: (b) (6)

Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Hi (b) (6)

I don't have the current info regarding the costs and the requirements to process; MCBH will need to get that from NAVFAC.

In most situations, applicable laws and policies require non-federal tenants on military property to pay rent in addition to the admin costs to process the real estate agreement. NAVFAC would probably want a floor plan identifying the size of the space, and information as to whether it would be a lease (exclusive use and higher approvals needed to issue non-competitively) or a license (non-exclusive and revocable use which may fit this better but may depend on whose using the other half, access etc).

The official request should be something more formal than this text message. It's difficult to ascertain whether the State/DLNR is officially requesting this. From the texts below there are indications that it could be from a private security guard firm (American Guard Services), or maybe from a training course program that serves federal, state and local govt clients (website: Iwaterman.com; poc: (b) (6) ).

(b) (6), who do you want to contact NAVFAC about this? Since (b) (6) left, I'm not sure if someone has been assigned to MCBH real estate projects, or whether (b) (6) decides as new ones come in?

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(b) (6)

-----Original Message-----

From: (b) (6)

Sent: Monday, April 23, 2018 12:24 PM

To: (b) (6)

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Thank you.

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Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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Subject: RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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(b) (6)

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From: (b) (6)

Sent: Saturday, April 21, 2018 12:51 AM

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Cc: (b) (6)

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Pls correct me if I am wrong. Thanks.

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To: (b) (6)

Cc:

Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

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From: (b) (6)  
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To: (b) (6)  
Subject: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Aloha (b) (6),

I met with the (b) (6) on the Wednesday after you stopped by. (b) (6) and I walked the building and discussed the need for DLNR/iWaterman to be in building 1623. He gave his approval and asked that I pass on that we should proceed with the use under DLNR as a partnering agency. Please contact me via text at (b) (6) to discuss.

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**From:** (b) (6)  
**To:** (b) (6)  
**Cc:**  
**Subject:** Re: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage  
**Date:** Friday, June 15, 2018 1:06:32 PM

---

Thanks (b) (6) ...I hope its not true. I will forward to Waterfront Ops and discuss. (b) (6)

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----- Original message -----

**From:** (b) (6)  
**Date:** 6/15/18 10:15 AM (GMT-10:00)  
**To:** (b) (6)  
**Cc:** (b) (6)  
**Subject:** FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6),

Forwarding below FYSA. In addition to the email chain below, I recommend you read the article at the link below:

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V/r,

(b) (6)

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**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 9:55 AM  
**To:** (b) (6)  
(b) (6)  
**Cc:** (b) (6);  
(b) (6)  
**Subject:** RE: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

(b) (6)

Thanks for your keen attention and alerting me on this. I forwarded this to the command deck and (b) (6).  
Will keep you apprised of any direction I receive.

v/r

(b) (6)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Friday, June 15, 2018 9:23 AM  
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Subject: FW: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Good Afternoon (b) (6),

Would you think it appropriate if we requested (b) (6) to verify this email below? At this point, this is here say, coming from a party (DLNR) who wants space in an MCBH facility (B1623).

(b) (6)

Ph: (b) (6)

-----Original Message-----

From: (b) (6)

Sent: Friday, April 20, 2018 11:47 AM

To: (b) (6)

Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: (b) (6)

Date: 4/18/18 3:35 PM (GMT-10:00)

To: (b) (6) >

Subject: Fwd: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: (b) (6)

Date: 4/18/18 1:28 PM (GMT-10:00)

To: (b) (6)

Subject: [Non-DoD Source] Building 1623 Waterfront Ops Jet ski storage

Aloha (b) (6),

I met with the (b) (6) on the Wednesday after you stopped by. (b) (6) and I walked the building and discussed the need for DLNR/iWaterman to be in building 1623. He gave his approval and asked that I pass on that we should proceed with the use under DLNR as a partnering agency. Please contact me via text at (b) (6) to discuss.

Mahalo

(b) (6)

Aloha (b) (6), It was awesome meeting you today and finding out that you're the person that I have sought out for the last two years. Lol. I am also impressed to place you with our Marine program here at waterfront operations.

As we discussed earlier, I am pushing out this brief email to continue discussion over placing DLNR/iWaterman Pacific at the partially abandoned building on the deck of waterfront operations. Building 1623 (I think) is exactly what we need to house approximately 6-10 skis and equipment to facilitate our Risk Technician Course to all of our branches of the Military. Currently we conduct our advanced course to Marine Corps. 4th Recon, Waterfront Operations search and rescue, Marine Corps Ocean Safety, Naval Special Warfare, Air Force PJ's and other Partnering Countries.

The building currently has no power and broken pavement though out.

We will be utilizing the 1/2 of the space to accommodate our needs.

I will discuss the use in detail at a latter time of your convenience once your training has completed.

Many thanks (Mahalo)

(b) (6)

Sent from my iPhone

(b) (6)

(b) (6)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER M0031214RCTM010		PAGE 1 OF 23	
<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> (CONTINUED)				5. SOLICITATION NUMBER M00318-14-T-0053		PAGE 2 OF 23	
2. CONTRACT NO. M00318-14-P-0026		3. AWARD EFFECTIVE DATE 10-Sep-2014		4. ORDER NUMBER		6. SOLICITATION ISSUE DATE 20-Aug-2014	
7. FOR INFORMATION CALL:		20. SCHEDULE OF SUPPLIES/ SERVICES (b) (6)		21. QUANTITY (b) (6)		24. AMOUNT 10:00 AM 05 Sep 2014	
9. ISSUED BY MCBH-KANEOHE BAY COMMANDING OFFICER (RCO) BLDG 209 BOX 63063, ATTN: (b) (6) KANEOHE HI 96863-3063  TEL: (b) (6) FAX: (b) (6)		CODE M00318 <b>SEE SCHEDULE</b>		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500e NAICS: 336999		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO TMO COMMANDING OFFICER BLDG 209; BLDG: BLDG 209 KANEOHE BAY HAWAII 96863-3002		CODE M00312		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/ OFFEROR CYCLE CITY LTD BILL KATO 600 PUULOA RD HONOLULU HI 96819-2003  TEL: (b) (6)		CODE 4TM01  FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER 3990 EAST BROAD STREET BLDG 21-MAIL ROOM(KANSAS CITY DOCUMENTS) COLUMBUS OH 43213		CODE M67443	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		23. UNIT PRICE	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>See Schedule</b>		32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$13,338.20</b>	
27a. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32e. ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-9 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN		29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED 04-Sep-2014. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY (b) (6)		10-Sep-2014	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)					
30b. NAME AND TITLE OF SIGNIFYING OFFICER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PRICIA MEINDERS / CONTRACT SPECIALIST			
				42b. RECEIVED AT (Location) 42c. DATE RECD (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION  
REMOVED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)  
STANDARD FORM 1449 (REV 3/2005) BACK  
Prescribed by (48 CFR) 53.212  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	2014 YAMAHA VX DELUXE WAVERUNNER MILSTRIP: M0031214RCTM010 PURCHASE REQUEST NUMBER: M0031214RCTM010 ACRN AA	1	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Trailer Trailer compatible to transport a 2014 Yamaha VX Deluxe waverunner MILSTRIP: M0031214RCTM010 PURCHASE REQUEST NUMBER: M0031214RCTM010 ACRN AA	1	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SHIPPING Direct Shipping to Kaneohe Bay Marine Corps Base Hawaii. MILSTRIP: M0031214RCTM010 PURCHASE REQUEST NUMBER: M0031214RCTM010 ACRN AA	1	Each	(b) (4)	(b) (4)

AWARD INFORMATION

1. This is an order is awarded in the amount of \$13,338.20. See schedule for details.
2. The total amount of this award is \$13,338.20
3. Reference Open Maket quote issued on 09/04/14 by Cycle City Ltd.
4. Contractor Point of Contact:  
Name: (b) (6)  
Address: (b) (6)  
(b) (6)  
Phone: (b) (6)  
E-mail address: (b) (6)
5. Contract Administration:

The Contracting Officer is (b) (6). The Contract Specialist, administration liaison at MCBH Kaneohe Bay is: (ALL MODIFICATION requests must be in writing and mailed or faxed to the below)

Marine Corps Base Hawaii  
Regional Contracting Office Hawaii  
Attn: (b) (6)  
Box 63063, Bldg. 209  
Kaneohe HI 96863-3063  
Phone: (b) (6)  
Fax: (b) (6)  
E-mail Address: (b) (6)

7. The successful offeror shall be required to invoice in accordance with Attachment 1, Wide Area Workflow (WAWF) Information.
8. There is one (1) attachments to this award:  
Attachment 1–Wide Area Workflow Information

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12-OCT-2014	1	TMO COMMANDING OFFICER BLDG 209; BLDG: BLDG 209 KANEEOHE BAY HAWAII 96863-3002 8082578845 FOB: Destination	M00312
0002	12-OCT-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0003	12-OCT-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312

## ACCOUNTING AND APPROPRIATION DATA

AA: 1741106BSS1 252 00318 067443 2D M00312  
 COST CODE: 4RCTM010TMAA  
 AMOUNT: \$13,338.20  
 CIN M0031214RCTM0100001: (b) (4)  
 CIN M0031214RCTM0100002: (b) (4)  
 CIN M0031214RCTM0100003: (b) (4)

## CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004 Alt A	System for Award Management Alternate A	MAR 2014
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2014)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.



(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved]

\_\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (13) [Reserved]

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

XX (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

XX (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

XX (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

XX (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_\_\_\_ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).



\_\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>  
<https://acquisition.gov/far>

(End of clause)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

-----	
Contract line, subline, or exhibit	
line item No.	Item description
-----	
.....	
-----	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit	
line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

## ATTACHMENT 1

### **USMC WIDE AREA WORKFLOW IMPLEMENTATION**

To implement [DFARS 252.232-7003](#), "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (MAR 2008)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at [DFARS 252.232-7003\(c\)](#) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in the System for Award Management at <https://www.sam.gov/> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.

**The USMC WAWF-RA point of contact (POC) for this contract is Ms. Ora Cheung, and can be reached at 808-257-0092 or e-mail: [ora.cheung@usmc.mil](mailto:ora.cheung@usmc.mil)**

The contractor is directed to use the "2-in-1" format when processing invoices and receiving reports (Choose the appropriate format based on the following:

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

Contract Number	See Page One (1), Block Two (2)
Delivery Order	
Cage Code/Ext	See Page One (1), Block 17a "Code"
Pay DoDAAC	M67443
Issue Date	See Page One (1), Block Three (3)
Issue By DoDAAC	M00318
Admin By DoDAAC	M00318
(Acceptor) Ship To Code / Extension	M00318 / A707
Ship From Code/Ext	"Leave Blank"
LPO DoDAAC	M00318
Acceptor Email Address	(b) (6)
Inspect By DoDAAC/Ext	"Leave Blank"



When preparing invoices the “PrePop” option should always be used when available. If this is an initial invoice, the “PrePop” option will not be available and the contractor must enter the fields found in the table above. When “PrePop” option is used, the contractor shall verify those DoDAACs automatically entered by the WAWF-RA system to ensure they match the above information. If these DoDAACs do not match, then the contractor shall fill in the correct the field(s) and notify the Contracting Officer that a discrepancy exists.

For assistance with invoicing, refer to the WAWF Software User Manual which can be accessed by logging into WAWF, then scrolling on the left side of the screen, and selecting “Software User Manual.” Once opened, from the pop-up window, select “invoice” for a general overview on invoicing procedures. Additional guidance on creating a Combo or a 2n1 invoice is also located in the Software User Manual.

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the acceptor’s/receiver’s email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to who questions are to be addressed.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER M0031215RCTM007		PAGE 1 OF 17	
<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>						PAGE 2 OF 17	
2. CONTRACT NO. M00318-15-P-0011		3. AWARD EFFECTIVE DATE 04-Mar-2015		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE							
7. FOR INFORMATION		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
9. ISSUED BY MCBH-KANEOHE BAY COMMANDING OFFICER (CODE RCO) (ATTN: (b) (6)) BLDG 209, BOX 63063 KANEHOE HI 96863-3063  TEL: (b) (6) FAX: (b) (6)		CODE M00318 <b>SEE SCHEDULE</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 336999		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO MCBH-KANEOHE BAY (b) (6) BASE PROPERTY BLDG. 209 KANEHOE BAY HI 96863		CODE M00318		16. ADMINISTRATION <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/ OFFEROR SAFE BOATS INTERNATIONAL LLC MARK MYERS 8800 BARNEY WHITE RD BREMERTON WA 98312-4921  TEL: (b) (6) FACILITY CODE		CODE 1RSZ1		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER 3990 EAST BROAD STREET BLDG 21-MAIL ROOM(KANSAS CITY DOCUMENTS) COLUMBUS OH 43213		CODE M67443	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>See Schedule</b>		32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$8,115.08</b>	
27a. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		27c. ADDENDUMS ARE ATTACHED		27d. ADDENDUMS ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS 33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN CORRECT FOR REF: Quote Dated: 2/23/15.		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY		(b) (6)		04-Mar-2015			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)					
30b. NAME AND TITLE OF SIGNIFYING OFFICER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PRICIA MEINDERS / CONTRACT SPECIALIST			
		42b. RECEIVED AT (Location) 42c. DATE RECD (YY/MM/DD)		42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION  
 REMOVED FOR LOCAL REPRODUCTION  
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)  
 Prescribed by GSA (REV 3/2005) BACK  
 FAR (48 CFR) 53.212  
 FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	23ft Starboard Collar, Orange Collar, Rhino, 23ft Stbd, Orange. Part Number: COLR0029 MILSTRIP: M0031215RCTM007 PURCHASE REQUEST NUMBER: M0031215RCTM007 ACRN AA	1	Each	(b) (4)	(b) (4)
0002	Black Polyurethane Adhesive Black Polyurethane Adhesive Sealant (10.5 oz Tubes)(3M 540). Number: COLL0004 MILSTRIP: M0031215RCTM007 PURCHASE REQUEST NUMBER: M0031215RCTM007 ACRN AA	10	Each	(b) (4)	(b) (4)
0003	Rhino 5in Cup Brush Rhino 5in Cup Brush. Part Number: HDWR0854. MILSTRIP: M0031215RCTM007 PURCHASE REQUEST NUMBER: M0031215RCTM007 ACRN AA	1	Each	(b) (4)	(b) (4)
0004	Shipping Shipping to 96863 MILSTRIP: M0031215RCTM007 PURCHASE REQUEST NUMBER: M0031215RCTM007 ACRN AA	1	Each	(b) (4)	(b) (4)

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	10-APR-2015	1	MCBH-KANEOHE BAY (b)(6) BASE PROPERTY BLDG. 209 KANEOHE BAY HI 96863 808-257-2941 FOB: Destination	M00318
0002	10-APR-2015	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
0003	10-APR-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
0004	10-APR-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318

## ACCOUNTING AND APPROPRIATION DATA

AA: 1751106BSS1 252 00318 067443 2D M00312  
 COST CODE: 31215RCTM007  
 AMOUNT: \$8,115.08  
 CIN M0031215RCTM0070001: (b) (4)  
 CIN M0031215RCTM0070002: (b) (4)  
 CIN M0031215RCTM0070003: (b) (4)  
 CIN M0031215RCTM0070004: (b) (4)

## CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (DEC 2014)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

## (g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

## (i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.



(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_XX\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_XX\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (OCT 2014) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

\_XX\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_XX\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

\_XX\_ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_XX\_ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

\_XX\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

\_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

\_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (35) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_\_ (36)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (38)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

\_\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

\_\_\_\_\_ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
  - (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
  - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
  - (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
  - (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
 \_\_\_\_\_Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
  - (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
  - (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
  - (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
  - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

  2 In 1 or Combo  

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.



\_\_ "See Schedule" \_\_

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	__M67443__
Issue By DoDAAC	__M00318__
Admin DoDAAC	__M00318__
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	__M00318/EXT "A707"__
Accept at Other DoDAAC	_____
LPO DoDAAC	__M00318__
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____
Acceptor Email Address	__veronica.haglund@usmc.mil__

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

\_\_veronica.haglund@usmc.mil\_\_

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_ (b)(6) \_\_\_\_\_

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M0031216RCTM012		PAGE 1 OF 24	
2. CONTRACT NO. M00318-16-P-0025		3. AWARD/EFFECTIVE DATE 17-Jun-2016		4. ORDER NUMBER		5. SOLICITATION NUMBER M00318-16-T-0028	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b) (6)				b. TELEPHONE NUMBER (No Collect Calls) (b) (6)	
8. OFFER DUE DATE/LOCAL TIME 01:00 PM 13 Jun 2016							
9. ISSUED BY MCBH COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG KANEOHE BAY HI 96863-3063  TEL: (b) (6) FAX:				10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 333618 SIZE STANDARD: 1,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO MCBH ... SEE SCHEDULE KANEOHE HI				16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/ OFFEROR BRP US INC. (b) (6) 10101 SCIENCE DR STURTEVANT WI 53177-1757 TELEPHONE NO. 1 (b) (6)				18a. PAYMENT WILL BE MADE BY CODE M67443 DFAS-COLUMBUS CENTER 3990 EAST BROAD STREET BLDG 21-MAIL ROOM(KANSAS CITY DOCUMENTS) COLUMBUS OH 43213			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$25,646.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. JACKIE DOLCH OFFER DATED 09-Jun-2016 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  (b) (6)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) EILEEN KEATING CARNAGGIO / CONTRACTING OFFICER TEL: (b) (6) EMAIL (b) (6)		31c. DATE SIGNED 17-Jun-2016	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 24	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>SEE SCHEDULE</b>					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
37. CHECK NUMBER						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42a. RECEIVED BY <i>(Print)</i>				
		42b. RECEIVED AT <i>(Location)</i>				
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS		
41c. DATE						

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Evinrude Outboard Boat Engine Brand Name Only EV 200HP 25" ETEC/REM/EL/PT WH, Model No. E200DPXAB 200 HP Evinrude Outboard Motor, Color: White, Cylinder: V6, Shafter Length: 25 Inches, Electric Start, Manual Steering, Power Trim, Standard Propeller, V Block, Fuel Type: Gas  DELIVER TO: MCBH WATERFRONT OPERATIONS (b) (6) MCBH KANEOHE BAY BUILDING 6801 KANEOHE BAY, HI 96863-3002 MILSTRIP: M0031216RCTM012 PURCHASE REQUEST NUMBER: M0031216RCTM012 ACRN AA	1	Each	(b) (4)	
0002	Evinrude Outboard Boat Engine Brand Name Only EV 200HP 25" ETEC/REM/EL/CC WH, Model No. E200DCXAB 200 HP Evinrude Outboard Motor, Color: White, Cylinder: V6, Shafter Length: 25 Inches, Electric Start, Manual Steering, Power Trim, Counter Propeller, V Block, Fuel Type: Gas  DELIVER TO: MCBH WATERFRONT OPERATIONS (b) (6) MCBH KANEOHE BAY BUILDING 6801 KANEOHE BAY, HI 96863-3002 MILSTRIP: M0031216RCTM012 PURCHASE REQUEST NUMBER: M0031216RCTM012 ACRN AA	1	Each	\$12,998.00	\$12,998.00

SF1449 CONTINUATION

1. PROJECT: Purchase of Evinrude boat engines for Waterfront Operations at Marine Corps Base Hawaii
2. Accepted and awarded Contract Line Item Numbers (CLINs) 0001 and 0002, based on the Contractor's quote dated 9 June 2016. The purchase order consists of terms, conditions, specifications, and clauses specified in Solicitation No. M00318-16-T-0028.
3. Coordinate shipping with (b) (6)

## 4. Contract Administration

The Contracting Officer is (b) (6) The contract specialist, administrative liaison at Marine Corps Base Hawaii, is:

MCIPAC Regional Contracting Office Hawaii

ATTN: (b) (6)

Box 63063, Building 209

Kaneohe, Hawaii 96863-3063

Phon (b) (6)  
Fax: (b) (6)  
Emai (b) (6)

4. The Contractor shall be required to submit invoices through Invoicing, Receipt, Acceptance and Property Transfer (iRAPT), formerly Wide Area Workflow (WAWF). See DFARS 252.232-7006, Wide Area Workflow Payment Instructions.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	29-JUL-2016	1	MCBH ... SEE SCHEDULE Kaneohe HI FOB: Destination	M00318
0002	29-JUL-2016	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318

## ACCOUNTING AND APPROPRIATION DATA

AA: 1761106BSS1 252 00318 067443 2D M00312  
 COST CODE: 31216RCTM012  
 AMOUNT: \$25,646.00  
 CIN M0031216RCTM0120001: (b) (4)  
 CIN M0031216RCTM0120002: (b) (4)

## CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.



7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to

the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

- \_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_X\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_X\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_X\_\_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- \_\_X\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_X\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_X\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- \_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_X\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_\_x\_\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_X\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

  X   (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).



\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>  
<http://farsite.hill.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
<b>Not applicable</b>	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
<b>Not applicable</b>	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO or 2-IN-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

SEE SCHEDULE

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M00318
Admin DoDAAC	M00318
Inspect By DoDAAC	M00318
Ship To Code	M00318 / A701
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	M00318
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(b)(6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.



(b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M0031218PR00463		PAGE 1 OF 11	
2. CONTRACT NO. GS07F0066H		3. AWARD/EFFECTIVE DATE 02-Jul-2018		4. ORDER NUMBER M0031818F0029		5. SOLICITATION NUMBER M0031818Q0015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b) (6)				b. TELEPHONE NUMBER (No Collect Calls) (b) (6)	
9. ISSUED BY MCBH COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG KANE OHE BAY HI 96863-3063  TEL: (b) (6) FAX:		CODE M00318		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 333618 <input type="checkbox"/> 8(A) SIZE STANDARD: 1,500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO M00312 (b) (6) MARINE CORP BASE HAWAII KANE OHE BAY HI 96863		CODE M00312		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR BRP US INC. JOHN PHELPS 10101 SCIENCE DR STURTEVANT WI 53177-1757 TELEPHONE NO. (b) (6)		CODE 1UVT5 FACILITY CODE 1UVT5		18a. PAYMENT WILL BE MADE BY CODE M67443 DFAS-COLUMBUS CENTER MARINE CORPS REIMBURSABLE (JAAB) 1240 EAST 9TH STREET CLEVELAND OH 44199			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$42,995.71</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  REF: Quote No. 2522SQ Dated 6/25/18				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  (b) (6)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) GYSGT ARIEL PENA / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)		31c. DATE SIGNED  02-Jul-2018	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 11	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Evinrude 150HP 25" ETEC/REM/EL/PT WH Part/Model Number: E150DPXAB.All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463 PURCHASE REQUEST NUMBER: M0031218PR00463 ACRN AA	1	Each	(b) (4)	(b) (4)
0002	Evinrude 150HP 25" ETEC/REM/EL/CC WH Part/Model Number: E150DCXAB.All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463 ACRN AA	1	Each	(b) (4)	(b) (4)
0003	REMAN RPH,3.3LITRE Part/Model Number: 766278.All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463 ACRN AA	2	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	G/C AY,M2 WHT-.54 Part/Model Number: 5009259. All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463  ACRN AA	1	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	G/C AY,M2 CORO WHT Part/Model Number: 5009368. All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463  ACRN AA	1	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	PWHD GASKET SET Part/Model Number: 5006342. All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463  ACRN AA	2	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	INJ AY, FUEL PORT Part/Model Number: 5007764. All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463  ACRN AA	6	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	INJ AY, FUEL STBD Part/Model Number: 5007765. All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463  ACRN AA	6	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	REED PLATE, 3.3L Part/Model Number: 349332. All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463  ACRN AA	2	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	BODY AY, THROTTLE Part/Model Number: 5007964. All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463  ACRN AA	2	Each	(b) (4)	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	HYD AY,200-300 V6 Part/Model Number: 5007662. All pricing shall be inclusive of shipping and delivery. No installation required.  MILSTRIP: M0031218PR00463  ACRN AA	2	Each	(b) (4)	(b) (4)

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	01-AUG-2018	1	M00312 (b) (6) MARINE CORP BASE HAWAII Kaneohe Bay HI 96863 (b) (6) FOB: Destination	M00312
0002	01-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0003	01-AUG-2018	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0004	01-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0005	01-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0006	01-AUG-2018	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0007	01-AUG-2018	6	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0008	01-AUG-2018	6	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0009	01-AUG-2018	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0010	01-AUG-2018	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312
0011	01-AUG-2018	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00312

## ACCOUNTING AND APPROPRIATION DATA

AA: 1781106BSS1 252 00318 067443 2D M00312  
 COST CODE: 31218PR00463  
 AMOUNT: \$42,995.71

ACRN	CLIN/SLIN	CIN	AMOUNT
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AA	0001	M0031218PR004630001
	0002	M0031218PR004630002
	0003	M0031218PR004630003
	0004	M0031218PR004630004
	0005	M0031218PR004630005
	0006	M0031218PR004630006
	0007	M0031218PR004630007
	0008	M0031218PR004630008
	0009	M0031218PR004630009
	0010	M0031218PR004630010
	0011	M0031218PR00463001

(b) (4)

## CLAUSES INCORPORATED BY REFERENCE

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2017)	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2018)

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xix) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Combo

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	M67443
Issue By DoDAAC	M00318
Admin DoDAAC	M00318
Inspect By DoDAAC	M00318
Ship To Code	M00318/X100
Ship From Code	<i>Not applicable-Leave Blank</i>
Mark For Code	<i>Not applicable-Leave Blank</i>
Service Approver (DoDAAC)	<i>Not applicable-Leave Blank</i>
Service Acceptor (DoDAAC)	<i>Not applicable-Leave Blank</i>
Accept at Other DoDAAC	<i>Not applicable-Leave Blank</i>
LPO DoDAAC	M00318
DCAA Auditor DoDAAC	<i>Not applicable-Leave Blank</i>
Other DoDAAC(s)	<i>Not applicable-Leave Blank</i>

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(b) (6)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)